

6838 471h Avenue  
Seattle, WA 98115  
March 1, 2023

**RE: An Open Letter of Acknowledgement and Apology by Dr. Lawrence A. Farwell to Brainwave Science and its Directors, Management, Business Associates and Clients.**

To Whom it May Concern,

My name is Dr. Lawrence A. Farwell. I am a research scientist and inventor. I previously maintained a business relationship with Brainwave Science, Inc. in Southborough, Massachusetts. I am writing this open letter of acknowledgement and apology to address certain wrongful actions and false statements directed toward Brainwave by myself which have harmed Brainwave and its Management, Directors, Business Associates and Clients.

In or about 2012, I began a working relationship with Krishna Ika and Brainwave Science. At or about that time, I entered into a series of IP Assignment Agreements wherein I agreed to assign Brainwave all rights, title and interest to my "Brain Fingerprinting" application. This assignment also included several patents, including patents I had obtained which related to "Brain Fingerprinting. At the time I executed the IP Assignment Agreements, I unequivocally assured Mr. Ika and Brainwave that I had authority to execute the agreements and convey the subject intellectual property. I was granted an equity interest in the company and thereafter served as the Chief Scientific Officer for Brainwave through in or about June 2016. While serving as a Chief Scientific Officer, I received ongoing salary payments to assist Brainwave in further developing the "Brain Fingerprinting" application and other related intellectual property.

In October 2013, I filed documents with the United States Patent and Trademark Office ("USPTO") disputing the validity of the IP Assignment Agreements and patent assignments I had previously executed. I filed the documents on behalf of Brainwave despite my having absolutely no authority to do so. I did not tell Mr. Ika or Brainwave's management about this subsequent filing with the USPTO. During the three years following my filing with the USPTO, I continued collecting salary payments from Brainwave for development of the assigned intellectual property.

Dr. Lawrence A. Farwell Acknowledgement  
Initial: LF Date: 2/25/23

Also, during that three-year period, I sold a portion my equity in the company. I did not tell the purchaser of my shares about the purported correction I had filed with the USPTO.

In or about June of 2016, I drafted correspondence to Brainwave's management and business associates. The correspondence which I drafted was forwarded to Brainwave from another entity, previously unknown to Brainwave. I drafted the correspondence under the name of another person. The signatory of the correspondence was a friend of mine who served, unpaid, as "President" of the other entity. The correspondence accused Brainwave and Mr. Ika of committing fraud, alleged they did not own the intellectual property subject to the IP Assignment Agreements and demanded damages.

Following my departure from the Brainwave, I continued to use and market the code and other intellectual property that I had conveyed to Brainwave by way of the IP Assignment Agreements. In 2017, I initiated contact with Brainwave's Chief Technology Officer, Dr. Thierry Maison, for the purpose of obtaining code for use in the program I was continuing to market. Dr. Maison, who was tasked with developing Brainwave's code, was subject to non-disclosure and confidentiality agreements with Brainwave. Despite this, through my contacts with Dr. Maison, I obtained copies of code developed by Dr. Maison and Brainwave's team for Brainwave. I used this code within my own program which I continued to market to international clients and research institutions.

Also following my departure from Brainwave, I made a number of public statements disparaging Mr. Ika and Brainwave Science. Within these statements, made on my personal website and elsewhere, I falsely accused Mr. Ika and Brainwave of committing fraud and marketing a "counterfeit" technology.

I deeply regret my dishonest actions and false statements directed toward Brainwave and Mr. Ika. A number of my statements were patently false. Many others were made without foundation and in reckless disregard of the truth. My conduct and actions directed toward Brainwave and its management were deceitful, unbecoming of a member of the scientific community and frankly inexcusable.

Dr. Lawrence A. Farwell Acknowledgement  
Initial: LF Date: 2/21/23

I recognize and hereby acknowledge, and take full responsibility for, the wrongfulness of my statements and actions directed toward Brainwave and Mr. Ika. I sincerely regret, and apologize for, the harm and embarrassment that my false statements and dishonest conduct have caused Brainwave, Mr. Ika and Brainwave's customers and business associates. I hope to make amends and to move forward in a spirit of honesty, integrity, and respect for others.

Sincerely,

*Lawrence A. Farwell*

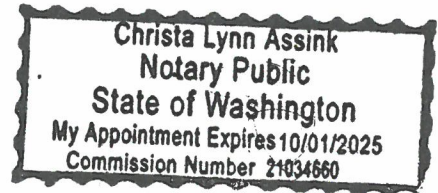
Dr. Lawrence A. Farwell

State of WA County of Kitsap

Satisfactory proof of identification having been produced to me by the undersigned, the foregoing document and signature was acknowledged before me on this 25<sup>th</sup> day of Feb, 2023 by Dr. Lawrence A. Farwell

*Christa Lynn Assink*

Notary Public Signature



Dr. Lawrence A. Farwell Acknowledgement

Initial: LF Date: 2/25/23

**Release and Acknowledgement**

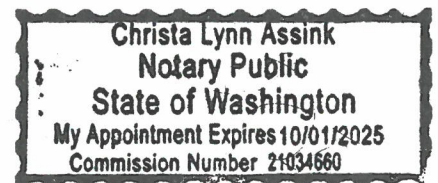
I, Dr. Lawrence A. Farwell, do hereby acknowledge, represent and agree that:

1. My name is Dr. Lawrence A. Farwell. I am an adult male born on June 10, 1949, residing in the State of Washington. I am not incapacitated by way of infancy or mental disease.
2. I hereby acknowledge the authenticity of the attached "Open Letter of Acknowledgement and Apology to Brainwave Science and its Directors, Management, Business Associates and Clients" ("Acknowledgement Statement"). I further acknowledge the truthfulness of the statements therein.
3. I have provided the attached Acknowledgement Statement to Brainwave's representatives with the understanding that it will be published to third parties by Brainwave.
4. I hereby acknowledge and agree that Brainwave, and any third-party agent designated by Brainwave, may publish the attached Acknowledgement, in whole or in part, at such times, and by such methods and manners, as may be deemed appropriate by Brainwave in its sole discretion.
5. I hereby agree and hereby do completely release and forever discharge Brainwave, any third party acting at the direction of Brainwave and/or any third party individual or entity acting as a publisher and/or publication medium (including their respective present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated) from any and all past, present future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or any other theory of recovery, relating, directly or indirectly, to the publication of the attached Acknowledgement Statement.

Lawrence A. Farwell 2/25/2023  
 Dr. Lawrence A. Farwell      Date

State of WA County of Kitsap  
 Satisfactory proof of identification having been produced to me by the undersigned, the foregoing document and signature was acknowledged before me on this 25<sup>th</sup> day of Feb., 2023 by Dr. Lawrence A. Farwell

Christa Lynn Assink  
 Notary Public Signature



Dr. Lawrence A. Farwell Acknowledgement  
 Initial: LF      Date: 2/25/23